

State of South Dakota

SOUTH DAKOTA ROOM RENTAL AGREEMENT

This Room Rental Agreement (this "Agreement") is made as of ____ day of _____, 20____, by and between the principal tenant, _____ ("Principal Tenant"), and Tenant(s) listed below. This agreement defines the relationship between the Principal Tenant and Tenant(s) (collectively, the "Parties") in sharing the premises located at (the "Premises"):

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Term of Lease – From: _____, 20____ **To:** (Check one) _____, 20____

continues on a month-to-month basis

Name of tenant	Monthly rent amount	Security deposit amount	Description of the room they occupy
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____
_____	\$ _____	\$ _____	_____

Security Deposit: The total security deposit under the Lease is \$ _____. Each Tenant is responsible for his or her share of the security deposit as described above, and will receive his or her share of the security deposit minus any amount applied by the Landlord after the termination of the Lease.

Utilities: The rent: (Check one)

Does **NOT** include any utilities.

Includes _____ [Utilities]

as part of each payment. The utilities not included in the rent will be shared by the Parties according to the following arrangement:

- **Electricity** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating
- **Water** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating
- **Gas** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating
- **Heat** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating
- **Garbage** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating



- **Internet** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating
- **Phone** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating
- **Cable** - Name on Bill: _____
Payment Method: (Check one) Evenly split Rotating

Parking:

- The Tenants are entitled to park their vehicles on the Premises per the following instructions:
- Tenant: _____; Vehicle: _____; Parking Spot: _____
- Tenant: _____; Vehicle: _____; Parking Spot: _____
- Tenant: _____; Vehicle: _____; Parking Spot: _____
- Tenant: _____; Vehicle: _____; Parking Spot: _____
- Tenant: _____; Vehicle: _____; Parking Spot: _____

Legal Considerations:

- **Will the Tenants purchase Renters Insurance:** Yes No
- **Insurance Company:** _____
- **Signer:** _____
- **Signer:** _____
- **Signer:** _____
- **Signer:** _____
- **Signer:** _____
- **Monthly Rate:** \$ _____ per month
- **Damages:** Each Tenant is responsible for any damage to the Premises caused by him or her including his or her guests. If there is damage that cannot be reasonably traced back to a particular Party, the cost of the damage will be shared equally by all the Parties.
- **Early Termination:** A Tenant may terminate this Agreement before the end of the lease term if he or she gives _____ months notice and assists in finding a replacement Tenant.
- **Shared Costs:** The Parties will evenly split all costs for items used by all the Parties and placed in common areas, unless otherwise agreed upon.
- **Shared Property:** All shared property will be paid for evenly, unless otherwise agreed upon. At the end of the lease term or when the Parties terminate this Agreement, shared property will be split between the Parties, or a Party may purchase shared property from the other Parties.

Behavioral Stipulations:

- **Pets:** Can pets be kept at the Premises: Yes No
- It is the duty of the owner to care and provide for the pet. The owners and pets are as follows:
- Pet Name: _____; Type: _____; Owner: _____
- Pet Name: _____; Type: _____; Owner: _____
- Pet Name: _____; Type: _____; Owner: _____
- **Chores / Household Duties:** Chores and duties will be discussed on a (Check one) weekly monthly basis, and individual responsibilities will be agreed upon at those times. Each Party must complete his or her chores to the full extent in a timely fashion.
- **Cleanliness Expectations:** Each Party will keep his or her bedroom and bathroom, as well as the Common Area, including the grounds and all appliances, fixtures and furnishings, in clean,



sanitary and good condition and repair. Each Party will maintain the cleanliness and neatness of the Common Area and share in the responsibility of cleaning the Common Area.

- **Overnight Guests:** Guests are allowed: (Check one) Yes No Only if previously discussed
- **Noise Level / Quiet Hours:** The Parties are expected to keep noise down to a reasonable level during the day. Between ____:____ AM/PM to ____:____ AM/PM, noise should be kept to a minimum.
- **Parties / Entertaining:** Each Party may have up to _____ friends over at a time. Any more than this amount should be discussed with all the Parties at least _____ day(s) prior. Large gatherings and parties must be agreed upon by all the Parties and planned at least _____ day(s) prior.
- **Smoking and Alcohol Use:** The Parties are: (Check one)

NOT allowed to smoke on the property

Allowed to smoke in the following areas: _____

Drinking alcohol is: (Check one)

NOT allowed on the property

Allowed (between ____:____ AM/PM to ____:____ AM/PM)

The Parties are responsible for maintaining reasonable standards of behavior and level of noise.

Additional Terms:

- **Severability:** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- **Governing Law:** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.
- **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.
- **Amendments:** This Agreement may be amended or modified only by a written agreement signed by all Parties.

_____ Principal Tenant Full Name	_____ Principal Tenant Signature	_____ Date
_____ Tenant Full Name	_____ Tenant Signature	_____ Date
_____ Tenant Full Name	_____ Tenant Signature	_____ Date



Tenant Full Name	Tenant Signature	Date
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Tenant Full Name	Tenant Signature	Date
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Tenant Full Name	Tenant Signature	Date
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